

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES
ATLANTA BRANCH OFFICE

STA OF CONNECTICUT, INC.,
a wholly owned subsidiary of
STUDENT TRANSPORTATION
OF AMERICA, INC.

and

Case 34-CA-12785

CONNECTICUT STATE EMPLOYEES
ASSOCIATION, SERVICE EMPLOYEES
INTERNATIONAL UNION, LOCAL 2001

Jennifer F. Dease, Esq.,
for the Acting General Counsel.
Peter A. Janus, Esq. (Siegel, O'Connor,
O'Donnell & Beck, P.C.),
of Hartford, CT, for the Respondent.

DECISION

Statement of the Case

ROBERT A. RINGLER, Administrative Law Judge. This matter was heard in Hartford, Connecticut, on January 20, 2011. The original charge in this proceeding was filed by the Connecticut State Employees Association, Service Employees International Union, Local 2001 (Union) on August 27, 2010.¹ The consolidated complaint (complaint) issued on December 22, 2010.² The complaint alleges, inter alia, that STA of Connecticut, Inc., a wholly owned subsidiary of Student Transportation of America, Inc. (Respondent or Company), violated Section 8(a)(1) and (3) of the National Labor Relations Act (Act) by: threatening drivers at its Ledyard, Connecticut facility that they would be deprived of their annual wage increase, if they unionized; threatening Ledyard drivers with the loss of wages and benefits and that it would adopt a regressive bargaining strategy, if they unionized; telling Ledyard drivers that, although nonunionized drivers employed at another facility were receiving an annual increase, they would not receive an annual increase because they engaged in union activities; and by withholding annual wage increases from the Ledyard drivers due to their union activities.

On the entire record, including my observation of the demeanor of the witnesses, and

¹ All dates herein are in 2010, unless otherwise stated.

² By order dated January 19, 2011, Cases 34-CA-12717 and 34-CA-12723 were severed from Case 34-CA-12785, which resulted in Case 34-CA-12785 being tried in isolation.

after considering the briefs filed by the Acting General Counsel and Respondent, I make the following

Findings of Fact

I. Jurisdiction

At all material times, the Company, a Connecticut corporation, with multiple facilities throughout Connecticut, including its Ledyard facility, has provided bus services to various school districts. During the 12-month period ending November 30, in conducting its operations, the Company derived gross revenues exceeding \$250,000, and purchased and received at its Connecticut facilities goods valued in excess of \$50,000 directly from points located outside of Connecticut. As a result, the Company admits, and I find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. The Company also admits, and I find, that the Union is a labor organization within the meaning of Section 2(5) of the Act.

II. Alleged Unfair Labor Practices

A. Background.

The Company provides transportation services to various Connecticut school districts, including the Groton, New London, Ledyard, and Griswold districts. Its drivers are employed during the school year, which runs from September through June.

The majority of the Company's drivers are unionized. Its Groton drivers are represented by the International Brotherhood of Teamsters (Teamsters). Its New London and Ledyard drivers are represented by the Union. The Union, however, is a relatively new phenomenon in Ledyard, which did not unionize until it won a September 28 election. The Griswold drivers are not unionized.

B. Annual raises.

During the current 2010-2011 school year, the nonunionized Griswold drivers received an annual wage increase of 25 cents per hour. Given that the Groton and New London drivers were in the midst of negotiating successor collective-bargaining agreements, which would cover the 2010-2011 school year, they have not yet received annual raises for the current school year. To date, the Ledyard drivers have not received an annual wage increase for the current school year.

Prior to the union election and organizing campaign, the Ledyard drivers received consistent annual wage increases. By way of example, during the 4-year period immediately preceding the union election and campaign, Ledyard drivers received the following increases:

School year	Raise
2009-10	\$1.00 per hour
2008-09	\$1.00 per hour

School year	Raise
2007-08	\$1.00 per hour ³
2006-07	\$.30 per hour

See R. Exh. 1.

Like the Ledyard drivers, Griswold, Groton, and New London received annual wage increases during the prior 4 school years. During the 2009-2010 through 2007-2008 school years, the Groton drivers received annual raises under their Teamsters' collective-bargaining agreement. During the same period, the Company awarded the Ledyard drivers the same annual raises that it granted to the Groton drivers under the Teamsters' agreement.

Before the start of every school year, Respondent holds a "startup" meeting in each school district for its drivers. These meetings cover safety, new legislation, revised procedures, personnel matters, school district news, and related topics. Drivers are assigned their routes and their annual raises are announced. The Company's failure to grant a wage increase to the Ledyard drivers at the 2010-2011 startup meeting is the gravamen of the instant case.

C. The August 18 meeting.

On August 18, Respondent held its annual Ledyard startup meeting. Presentations, which covered safety, operational, school district, and personnel issues, were made by: John Miller, director of human resources; Evelyn Aquino, terminal manager; and John Spang, director of operations.⁴ The personnel component of the meeting addressed the upcoming union election, which was scheduled in September, as well as the Company's controversial decision to not grant an annual wage increase to the Ledyard drivers.

Kristen Lajoie, a driver, attended. She has worked for the Company since July 2002, and has been assigned to Ledyard since November 2005. She related that this startup meeting was unique, inasmuch as the Company has granted a wage increase at every other startup meeting she has ever attended. She testified that the meeting began with a short welcome back speech from Merrill, which was followed by Spang's presentation. She reported that Spang passed around a copy of the Union's representation petition and announced that an annual raise would not be granted. She recalled Spang explaining that once a petition is filed an employer must freeze wages and benefits, in order to avoid unlawful electioneering. She reported that Spang's news was met with disappointment. She recollected Spang explaining that the Groton drivers would not receive a wage increase because they were negotiating a collective-bargaining agreement covering the new school year. She testified, however, that Spang made it clear that the nonunionized Griswold drivers would receive an annual increase for the current school year. She averred that Spang stated that if the Union won the vote it could take over a year to negotiate a contract and that:

Everything goes on the . . . table . . . we'd have to start from scratch and go from the ground up . . . we could end up losing benefits . . . including wage[s].

³ Ledyard drivers received 50 cents per hour in September 2007, and an additional 50 cents per hour in January 2008.

⁴ William Merrill, from the Ledyard board of education, also made some introductory statements.

She believed that although Spang stated that drivers might improve their lot he suggested that a negative outcome was more likely. She reported that Miller followed with a slide show, which advocated against unionizing.

5 Andrea Krueger, a driver, who has been employed at Ledyard for the last 8 years, also attended. She testified that at all prior startup meetings the Company has announced a raise ranging from 10 cents to \$1 per hour. She confirmed the events described by Lajoie, although she had a poorer grasp of the details. She did, however, recall Spang stating that when negotiations began drivers would start with a clean slate, might not receive everything they now have, and could end up with less or more. She recollected Spang telling employees that raises could not be granted to the Ledyard drivers before the election because the Company did not want to be accused of buying votes.

Crystal Ladd, another driver, quoted Spang stating:

15 We were not receiving raises this year, that Groton was not receiving raises and we were following the Groton contract. So, since Groton was in negotiations, we were not getting a raise and we couldn't get a raise anyway because we were having a union election and it would be considered a bribe if STA gave us a raise.

She also recounted Spang stating that contract negotiations could take over a year, drivers could end up with less in bargaining, and bargaining would begin from scratch or zero.

25 Michael Kennedy, chief operating officer, described the several variables that factored into the Company's decision to not give Ledyard drivers their annual raise. First, he explained that, although the Company gave the same raises to Ledyard and Groton over the last 3 school years, it decided to end this policy once pay parity had been achieved between these groups.⁵ He related that past pay disparities caused Ledyard drivers to transfer to Groton, and created retention and recruitment issues, which he asserted were now resolved. Second, he added that Ledyard's wages had also achieved parity with the wages that the Company's competitors paid to its drivers. Finally, he related that, because the Company's contract with the Groton school district was more profitable than its contract with the Ledyard school district, it was more feasible to provide ongoing raises in Groton. As a result of these factors, he asserted that he decided against providing an annual wage increase to the Ledyard drivers. He acknowledged, however, that although the Company generally tries to provide a "CPI" or inflationary increase to its drivers, there are exceptions to this rule and some other facilities have not always received annual wage increases. He offered the Londonderry and Goffstown, Connecticut terminals as past examples, but, failed to provide any further details.

40 Spang testified that he discussed the upcoming election at the startup meeting, and explained the collective-bargaining process. He recounted telling the drivers that if the Union won the Company would bargain for a contract. He speculated that he might have said that negotiations would begin with a "clean slate," or used words to that effect. He believed that he tried to highlight that some things might be better, while others worse. He denied stating that bargaining would begin from "scratch," "employees would start off with nothing," or "benefits would be lost." He recollected telling the Ledyard drivers that because the Groton contract had

50 ⁵ He added that, to date, the Teamsters had not finalized the Groton contract covering the 2010-2011 school year. Thus, he related that, even if he wanted to maintain pay parity between Ledyard and Groton, he would have been unable to do so until a contract was reached.

expired and those drivers had not received a raise, Ledyard would similarly not receive a raise. He related that he told the drivers that it might be unlawful for the Company to grant a raise before the election. He admitted, however, that the Company was prepared to provide raises in Groton at the conclusion of bargaining,⁶ and estimated that their raise for the 2010-2011 school year would range from 2.5 to 3.5 percent. He acknowledged, on cross-examination, that Ledyard's starting pay scale is \$1 less than Groton's starting pay scale, and there are still periodic shortages of Ledyard drivers. Nevertheless, he disclosed that, even once the Teamsters concluded bargaining and the Groton drivers received their annual raises, there is no plan to give an annual raise to the Ledyard drivers. He did not testify that he discussed the several factors that motivated Kennedy to deny their raises, i.e., pay parity and profitability, at the startup meeting.

III. Discussion

A. Withholding Ledyard's Annual Wage Increase.

I find that Spang's comment that wages were frozen because of union petition,⁷ as well as the Company's ongoing failure to grant the Ledyard drivers their customary annual wage increase, are unlawful.⁸ The Board has held that:

As a general rule, an employer, in deciding whether to grant benefits while a representation election is pending, should decide that question as he would if a union were not in the picture. On the other hand, if an employer's course of action is prompted by the union's presence, then the employer violates the Act whether he confers benefits or withholds them because of the Union.

Great Atlantic & Pacific Tea Co., 166 NLRB 27, 29 fn. 1 (1967) (citations omitted). The Board has explained that an employer can avoid running afoul of this rule, if it:

[P]ostpone[s] such a wage or benefit adjustment so long as it "makes clear" to employees that the adjustment would occur whether or not they select a union and that the "sole purpose" of the adjustment's postponement is to avoid the appearance of influencing the election's outcome.

KMST-TV, Channel 46, 302 NLRB 381, 382 (1991); see also *Noah's Bay Area Bagels, LLC*, 331 NLRB 188, 189 (2000). An employer must, in essence, avoid blaming the union for the postponed adjustment in wages and benefits. *American Girl Place*, 355 NLRB No. 84, slip op. at 1-2 (2010); *Atlantic Forest Products*, 282 NLRB 855, 858 (1987). An employer may, however, lawfully abandon a past practice of awarding a wage increase or benefit, where it establishes that, "there was a persuasive business reason demonstrating that the timing of the . . . [policy change] was governed by factors other than the union campaign." *Noah's Bay Area Bagels*, supra, 331 NLRB at 191.

I find, as a threshold matter, that Respondent had a consistent past practice of providing annual wage increases to its Ledyard drivers at the startup meeting. Lajoie, Krueger and Ladd

⁶ He acknowledged that the Teamsters and the Company had already agreed to a general raise, although there was a remaining dispute over other issues.

⁷ This allegation is listed in par. 7(a) of the complaint.

⁸ This allegation is listed in par. 8 of the complaint.

offered undisputed testimony that, during the last 8 years, the Company continuously granted annual raises at the startup meeting. Kennedy acknowledged that the Company generally grants drivers a “CPI” or inflation-based raise, and conspicuously failed to cite a single example of the Company not providing Ledyard drivers an annual raise. Although Kennedy offered that Londonderry and Goffstown were previously not given annual raises, his examples were isolated and failed to explain the context behind their wage freeze.⁹ As a result, I find that these isolated and unexplained examples are the exceptions that prove the rule, i.e., the Company’s consistent past practice of providing annual wage increases at the Ledyard startup meeting.

I also find that the Company’s explanation for changing its established wage policy is unpersuasive. First, although the Company asserted that labor market conditions did not warrant granting an annual wage increase in Ledyard, it nevertheless provided annual raises in Griswold, even though these drivers are in the same labor market.¹⁰ Moreover, Spang stated that Groton drivers, who are also in the same labor market,¹¹ would receive raises once collective bargaining ended. Or put another way, Respondent’s willingness to provide raises to two other terminals within close proximity to Ledyard undercuts its contention that local labor market conditions warranted a wage freeze. This point is further undercut by Spang’s admissions that: Ledyard’s starting pay scale drivers is \$1 less than Groton’s; and there are periodically shortages of Ledyard drivers. I also note that the Company failed to offer any data, area collective-bargaining agreements, wage studies or other evidence, which might have corroborated its pay parity argument. Second, although Kennedy generally stated that Ledyard’s poor contract with the school district made ongoing raises less feasible, the Company failed to adduce financial evidence that corroborated this claim.¹² Third, the Company failed to raise any of its explanations (i.e., pay parity and profitability) at the August 18 startup meeting, where it mainly asserted that its decision to not grant annual raises was due to the upcoming election. It seems apparent that, if the Company had legitimate business reasons for ending its longstanding past practice of granting an annual raise at the startup meeting, it would have carefully explained its rationale in order to minimize driver disaffection. In sum, I find that Respondent failed to establish that it had persuasive business reasons for changing its practice of awarding annual raises at the Ledyard startup meeting.

I find, as a result, that Spang’s comment that the Company had to freeze wages due to the union election was unlawful. See *Great Atlantic & Pacific Tea Co.*, supra; *Noah’s Bay Area Bagels*, supra. In making this finding, I highlight that the Company had a longstanding past practice of granting annual wage increases at the Ledyard startup meeting. I further note that Spang failed to explain to the drivers that the Company was only temporarily postponing their increase until the election’s conclusion, in order to avoid the appearance of undue influence. See *KMST-TV, Channel 46*, supra.

In addition to the comment itself, I find the Company’s actual departure from its long-term past practice of granting annual raises to the Ledyard drivers at the start-up meeting represents an independent violation of Section 8(a)(1) for the same reasons. See *Dorn’s Transportation Co.*, 168 NLRB 457 (1967); *Plasticrafts, Inc. v. NLRB*, 586 F.2d 185 (10th Cir.

⁹ I am, thus, left to speculate whether the treatment of these facilities was distinguishable on the basis of exigent business conditions, collective-bargaining issues or other concerns.

¹⁰ I take judicial notice that Ledyard and Griswold are approximately 13 miles apart.

¹¹ I take judicial notice that Ledyard and Groton are approximately 11 miles apart.

¹² The Company, for example, neglected to offer any financial statements, which corroborated that the Ledyard contract was less profitable than its other area contracts.

1978), enfg. as modified 234 NLRB 762 (1978) (where there is a clearly established departure from past practice, there is no requirement that the withholding of a wage increase was motivated by animus); *GAF Corp.*, 196 NLRB 538, 538 (1972), enf. 488 F.2d 306 (2d Cir. 1973).

Furthermore, for all of the same reasons described above, I find that the Company violated Section 8(a)(1) and (3) by withholding the annual wage increase from the Ledyard drivers. See *Smith & Smith Aircraft Co.*, 264 NLRB 516, fn. 2 (1982) (employer violates Section 8(a)(1) and (3) when, prior to a union campaign, it suspends an established wage increase policy unless it, “postpones the increases only for the duration of the campaign and informs the employees at the time of the postponement that the sole reason for its action is to avoid the appearance that it seeks to intervene in the election and the Board finds that this in fact was the reason.”); *Times Wire & Cable Co.*, 280 NLRB 19, 19-20 (1986). In making this finding, I also note that the Company granted raises for the current school year to its unorganized Griswold drivers, while simultaneously withholding such annual raises from its Ledyard drivers. See *Medical Center at Bowling Green*, 268 NLRB 985 (1984) (employer violated Section 8(a)(1) and (3) when it gave raises to employees outside the petitioned-for unit, but withheld them from unit employees).

B. Statement Contrasting the Ledyard and Nonunionized Griswold Drivers.

I find that Spang’s statement that, although the nonunionized Griswold drivers were set to receive an annual wage increase for the current school year, the Ledyard drivers would not receive such an increase violated Section 8(a)(1).¹³ In *Miami Systems Corp.*, the Board held:

The test to determine interference, restraint, or coercion under Sec. 8(a)(1) is an objective one, and thus it is not dependent on an employee’s subjective interpretation of a statement.

320 NLRB 71 fn. 4 (1995). When applying this standard, the Board considers the totality of the relevant circumstances. *Mediplex of Danbury*, 314 NLRB 470, 471 (1994).

I find that, under the totality of the circumstances, Spang’s statement to the Ledyard drivers that the nonunionized Griswold drivers were set to receive a 25 cents per hour raise was unlawful. This comment was made in tandem with: the unlawful statement that wages were frozen because of the upcoming election; the Company’s unlawful departure from its longstanding practice of granting annual raises in Ledyard; and, as will be discussed below, its unlawful statements regarding bargaining posture. In sum, Spang’s statement sent employees the clear message that their unionization efforts would cost them a scheduled annual raise, which was already awarded to their nonunion colleagues.

C. Statements Regarding Bargaining Posture.

I find that Spang’s statements regarding the Company’s bargaining posture were unlawful.¹⁴ As noted, Lajoie quoted Spang stating:

¹³ This allegation is listed in par. 7(b) of the complaint.

¹⁴ This allegation is listed in par. 7(c) of the complaint.

[E]verything goes on the negotiating table . . . We'd have to start from scratch and go from the ground up as far as negotiations go, so we could end up losing benefits that we currently enjoy including wage increases.

5 Krueger testified that he stated that drivers would start with a clean slate in negotiations, might not receive everything they now enjoy, and could end up with less or more. Ladd related that Spang warned drivers that it could take over a year to negotiate a contract, and that bargaining would start from scratch and build up from zero. Although Spang acknowledged that he said that bargaining would begin with a clean slate, he denied stating bargaining would begin from
10 scratch, employees would start off with nothing or that benefits might be lost. He believed that he conveyed that bargaining is an exchange, which results in both improvements and losses.

Although the above-described testimony is largely a debate over semantics being held in the context of fading memories, I credit Lajoie, Krueger and Ladd over Spang. They were
15 internally consistent, and collectively corroborated each other's versions. Spang, on the other hand, appeared to have a poorer recall, and often seemed to be speculating or surmising what he might have said, instead of recalling what he actually said.

The Board and Courts have held that, barring outright threats to refuse to bargain in
20 good faith with an incoming union, the legality of any particular statement depends upon the context in which it is made. See *Exxon Research & Engineering Co. v. NLRB*, 89 F.3d 228, 231 (5th Cir. 1996), denying enf. 317 NLRB 675 (1995), quoting *TRW-United Greenfield Div. v. NLRB*, 637 F.2d 410, 420 (5th Cir. 1996) Cir. 1981); *Somerset Welding & Steel, Inc.*, 314 NLRB 829, 832 (1994). Statements made in a coercive context, or designed to threaten employees
25 that existing benefits will be lost if they unionize are unlawful, inasmuch as they, "leave employees with the impression that what they may ultimately receive depends upon what the union can induce the employer to restore." *Earthgrains Co.*, 336 NLRB 1119, 1119-1120 (2001); *Plastronics, Inc.*, 233 NLRB 155, 156 (1977). As a result, the Board has found that statements analogous to those at issue herein, were lawful in certain contexts, while unlawful in
30 others. See, e.g., *Jefferson Smurfit Corp.*, 325 NLRB 280 fn. 3 (1998) (telling employees that benefits "could go either way" as a result of collective bargaining was lawful); *Earthgrains Co.*, supra (statement that everything was negotiable once the union was voted in was unlawful in the context of prior threats to withhold planned wage increases); *Noah's Bay Area Bagels*, supra at 189 (statements that negotiations would start from "zero," "ground up" and "scratch" were
35 unlawful in the context of other unfair labor practices).

Accordingly, I find that Spang's statements concerning bargaining starting from scratch, zero, with a clean slate and related descriptions, which were made in the context of the
40 Company unlawfully withholding annual wage increases, violated Section 8(a)(1). These statements, when taken as a whole, reasonably conveyed to the Ledyard drivers that the Company would adopt a regressive bargaining strategy in its future negotiations with the Union.

Conclusions of Law

- 45 1. Respondent is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.
2. The Union is a labor organization within the meaning of Section 2(5) of the Act.
- 50 3. By advising its employees that it was withholding a regular wage increase because of the upcoming union election, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

4. By threatening employees with the loss of wages and benefits and expressing the futility of them selecting the Union as their collective-bargaining representative, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

5. By telling employees that, although nonunionized workers employed at another facility were receiving an annual increase, they would not receive an annual increase because they engaged in union activities, Respondent has engaged in unfair labor practices within the meaning of Section 8(a)(1) of the Act.

6. By withholding a regular wage increase from its employees at the Ledyard facility, Respondent has independently violated Section 8(a)(1) of the Act.

7. By withholding a regular wage increase from its employees at the Ledyard facility, Respondent has also violated Section 8(a)(1) and (3) of the Act.

8. The above violations are unfair labor practices affecting commerce within the meaning of the Act.

Remedy

Having found that Respondent has engaged in certain unfair labor practices, I find that it must be ordered to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Having found that Respondent unlawfully failed to grant employees an annual wage increase which was due to them, I find that it must be ordered to pay its employees the amount of money improperly withheld from them, with interest as computed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No. 8 (2010). The Company is also ordered to post appropriate remedial notices electronically via email, intranet, internet or other appropriate electronic means, in addition to the traditional, physical posting of paper notices on a bulletin board. See *J Picini Flooring*, 356 NLRB No. 9 (2010).

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹⁵

ORDER

The Respondent, STA of Connecticut, Inc., a wholly owned subsidiary of Student Transportation of America, Inc., its officers, agents, successors, and assigns, shall

1. Cease and desist from

a. Advising its employees that it is withholding a regular wage increase because they had filed a certification of representative petition with the

¹⁵ If no exceptions are filed as provided by Section 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Section 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

National Labor Relations Board.

- b. Threatening its employees with the loss of wages and benefits and expressing the futility of employees selecting the Union as their collective-bargaining representative.
 - c. Telling employees that, although nonunionized workers employed at another facility were receiving annual increases, they would not receive an annual raise because they engaged in union activities.
 - d. Withholding regular wage increases from employees because they have filed a certification of representative petition with the National Labor Relations Board.
 - e. Withholding regular wage increases from employees because they joined or assisted the Union and engaged in concerted activities, and to discourage employees from engaging in those activities.
 - f. In any other like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.
 2. Take the following affirmative action necessary to effectuate the policies of the Act.
 - a. Within 14 days of this Order, advise employees of its intention to provide, and grant, to such employees the wage increases previously withheld, and make them whole for any loss of earnings and other benefits suffered as a result of the discrimination against them in the manner set forth in the remedy section of this decision.
 - b. Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.
 - c. Within 14 days after service by the Region, physically post at its Ledyard, Connecticut facility, and electronically notify via email, intranet, internet, or other electronic means its drivers who were employed by the Company at its Ledyard, Connecticut facility at any time since August 18, 2010, copies of the attached notice marked "Appendix."¹⁶ Copies of the notice, on forms provided by the Regional Director for Region 34, after being signed by the Respondent's authorized representative, shall be posted by the

¹⁶ If this Order is enforced by a Judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, Respondent has gone out of business or closed the facility involved in these proceedings, it shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by it at any time since August 18, 2010.

- d. Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated, Washington, D.C., March 30, 2011.

Robert A. Ringler
Administrative Law Judge

APPENDIX**NOTICE TO EMPLOYEES**

5 Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

10 The National Labor Relations Board has found that we violated Federal labor law and has
ordered us to post and obey this Notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

15 Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

20 **WE WILL NOT** tell you that we are withholding regular wage increases because of your
activities on behalf of or in support for the Connecticut State Employees Association, Service
Employees International Union, Local 2001, or any other union.

25 **WE WILL NOT** threaten you with the loss of wages and benefits, or otherwise suggest that we
will adopt a regressive strategy in negotiations with the Union, or any other union.

WE WILL NOT tell you that, although nonunionized drivers employed at another facility were
receiving annual increases, you will not because you engaged in activities on behalf of, or in
support of, the Union, or any other union.

30 **WE WILL NOT** withhold regular wage increases from you because of your activities on behalf
of, or in support of, the Union, or any other union.

WE WILL NOT withhold wage increases due to you because you joined or assisted the Union
and engaged in concerted activities, or to discourage you from engaging in such activities.

35 **WE WILL NOT** in any like or related manner interfere with, restrain, or coerce you in the
exercise of the rights guaranteed you by Section 7 of the Act.

40 **WE WILL**, within 14 days of this Order, advise you of our intention to provide, and grant, to you
the wage increases previously withheld, and make you whole for any loss of earnings and other
benefits resulting from our discrimination against you, plus interest.

**STA of Connecticut, Inc., a wholly owned subsidiary
Of Student Transportation of America, Inc.**
(Employer)

45

Dated: _____

By: _____
(Representative) (Title)

50 The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor
Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it
investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under

the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

A. A. Ribicoff Federal Building and Courthouse, 4th Floor; 450 Main Street; Hartford, CT 06103-3503
TEL: (860) 240-3522, Hours: 8:30 a.m. to 5 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND
MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS
CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE
REGIONAL OFFICE'S COMPLIANCE OFFICER, (860) 240-3006.